

U.S. Department of Justice

Washington, DC 20530

**Exhibit A to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

**1. Name of Registrant**

Development Counsellors International, LTD

**2. Registration Number**

4777

**3. Primary Address of Registrant**

215 Park Ave S. Fl 14, New York, NY 10003

**4. Name of Foreign Principal**

Costa Rica Investment Promotion Authority

**5. Address of Foreign Principal**Plaza Roble, Los Balcones, 4th Floor  
Escazú, San Jose  
Costa Rica**6. Country/Region Represented**

Costa Rica

**7. Indicate whether the foreign principal is one of the following:**☐ Government of a foreign country<sup>1</sup>☐ Foreign political party☒ Foreign or domestic organization: If either, check one of the following:☐ Partnership☐ Committee☐ Corporation☐ Voluntary group☒ Association☐ Other (*specify*) \_\_\_\_\_☐ Individual-State nationality \_\_\_\_\_**8. If the foreign principal is a foreign government, state:**

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant engages

<sup>1</sup> "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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9. If the foreign principal is a foreign political party, state:

- a) Name and title of official with whom registrant engages
  
- b) Aim, mission or objective of foreign political party

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10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

CINDE is a non-profit organization, founded in 1982 declared as public interest by the Government of Costa Rica with the intention to promote the development of the country creating foreign investments in Costa Rica.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input type="checkbox"/>

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11. Explain fully all items answered "Yes" in Item 10(b).

CINDE (Costa Rica Investment Promotion Authority) is a non-profit organization that receives public funds from institutions of the Costa Rican government





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12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

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**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
May 07, 2021	Karyl Leigh Ropke	 /s/ Karyl Leigh Ropke eSigned
		
		
		



U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

**1. Name of Registrant**

Development Counsellors International, LTD

**2. Registration Number**

4777

**3. Name of Foreign Principal**

Costa Rica Investment Promotion Authority (CINDE)

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal?
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

CINDE engage the CONSULTANT to implement its communication and marketing strategy, which aims at spotlighting and displaying Costa Rica to the utmost in the U.S. and among target publics. The planned actions include press media management for the purpose of generating articles and informative pieces in communication media of interest to decision makers, and also include the running of an advertising plan in the U.S. in digital media specializing in business topics and commonly used by potential investors and buye

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9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Service of advertising plan for Costa Rica as an investment and export hub, using digital communication media  
 Press media management service  
 Reporting on the services

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10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act<sup>1</sup>.

Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

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11. Prior to the date of registration<sup>2</sup> for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register<sup>3</sup> for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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Total

13. During the period beginning 60 days prior to the obligation to register<sup>4</sup> for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
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<sup>1</sup> "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

<sup>2,3,4</sup> Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
May 07, 2021	Karyl Leigh Ropke	<div>Sign</div> /s/ Karyl Leigh Ropke eSigned
		<div>Sign</div>
		<div>Sign</div>
		<div>Sign</div>



## AGREEMENT NUMBER CG-02-2020

**"Services for Media Management and International Advertising Plan in the U.S."**

By and between, **ASOCIACIÓN COALICIÓN COSTARRICENSE DE INICIATIVAS DE DESARROLLO**, a Costa Rican entity having offices at Plaza Roble, Los Balcones, 4th floor, Escazú, San José, Costa Rica, ID number 3-002-056152, represented by the managing director, Mr. ERIC SCHARF TAITELBAUM, identity card number 1-766-517, hereinafter referred to as "**CINDE**"; on one side and on the other side, **DEVELOPMENT COUNSELLORS INTERNATIONAL, LTD.**, a New York company, with identification number 13-1945303 and head office at 215 Park Avenue South, 14<sup>th</sup> Floor, New York, NY, 10003, represented by Mr. ANDREW LEVINE, bearer of passport number 484051012; hereinafter the "**CONSULTANT**".

**WHEREAS:**

- a) **WHEREAS**, CINDE is a non-profit organization, founded in 1982 declared as public interest by the Government of Costa Rica with the intention to promote the development of the country creating foreign investments in Costa Rica.
- b) **WHEREAS**, CINDE requires the services for media management and international advertising plan in the United States.
- c) **WHEREAS**, for the abovementioned purpose, CINDE promoted the tender CG-02-2020.
- d) **WHEREAS**, the CONSULTANT specializes in economic development marketing and lead generation, as well as press management.
- e) **WHEREAS**, the Request of Proposal (RFP) for tender CG-02-2020 (**Exhibit 1**) and the formal proposal presented by the CONSULTANT (**Exhibit 2**) are an integral part of this Agreement

**NOW THEREFORE**, the Parties hereto have entered into the following Services for Media Management and International Advertising Plan in the U.S. Agreement, which shall be subject to the provisions of the Costa Rican Law and the following terms and conditions:

**1. Purpose of the Contract.** According to Exhibit 1, through this agreement, CINDE engage the CONSULTANT to implement its communication and marketing strategy, which aims at spotlighting and displaying Costa Rica to the utmost in the U.S. and among target publics. The planned actions include press media management for the purpose of generating articles and informative pieces in communication media of interest to decision makers, and also include the running of an advertising plan in the U.S. in digital media specializing in business topics and commonly used by potential investors and buyers.

**2. Obligations of the CONSULTANT and scope of the service.** The CONSULTANT is committed to provide the services in accordance to **Exhibit 1** and as follow:

**2.1 Service of advertising plan for Costa Rica as an investment and export hub, using digital communication media:**

- 2.1.1** Production of art (static banners, animated banners and short videos) to be used in the digital campaign in highly prestigious media such as de Wall Street Journal in its programmatic advertising channel or similar media in the business realm equal to or greater in reach, all under the country band guidelines to be provided by CINDE. The media for the digital campaign must be previously approved by CINDE.



- 2.1.2 Dissemination and display of digital adds on homepages and/or key sections of communication media to be selected, preferably using billboard ads where the CPM does not exceed \$50 and ad exposure is regulated to a maximum of three times a week for the same user.
- 2.1.3 Digital ads shall redirect to CINDE's website (landing page) with investment information.
- 2.1.4 The ads shall be disseminated in a combination of formats using ad format for mobile devices, content banners and video.
- 2.1.5 The service includes art, ad production and advertising plan run.

## 2.2 Press media management service:

- 2.2.1 Process information and data provided by CINDE to generate key messages and attractive approaches to Costa Rica as an open and competitive country for doing business, aimed at catching the attention of at least four target media identified and listed by CINDE in this contract.
- 2.2.2 Coordinate with CINDE on preparing audiovisual or graphic materials needed for press management with the target communication media.
- 2.2.3 Set up meetings with the selected media to present the prepared information and generate notes for developing this information.
- 2.2.4 Present to CINDE the specific action plan for these meetings.
- 2.2.5 Prepare CINDE spokespersons form media interviews (media training).
- 2.2.6 Prepare profiles of the media and journalists who will be doing the interviews.
- 2.2.7 Coordinate one-to-one interviews for the target media with official Costa Rican spokespersons defined by CINDE.
- 2.2.8 Prepare additional information in coordination with CINDE's communication and marketing department if such information is needed by the journalists or media developing the informative pieces.
- 2.2.9 Accompany the CINDE's coordinators and spokespersons during the interviews and follow-up on the notes, in person or virtually.
- 2.2.10 Inform CINDE once the notes have been posted, printed or launched on air and provide a copy to CINDE.
- 2.2.11 Be available and responsible for correcting, responding or clarifying data or an inaccurate approach in the published notes.
- 2.2.12 Provide CINDE a list of the contact data for the journalists and media with which the notes were developed.
- 2.2.13 Submit alternative media to CINDE for consideration and approval of their potential inclusion on the list prepared by CINDE.
- 2.2.14 Obtain the prices for reprinting of published notes in case CINDE considers the replication and additional dissemination.
- 2.2.15 Make recommendations to CINDE concerning potential additional dissemination or distribution by alternative advertising media of notes that CINDE may consider with replication potential.

## 2.3 Reporting on the services:

- 2.3.1 The CONSULTANT shall submit a timeline of the required services in a term of two weeks after signing this contract, considering the period from October 2020 to January 2021, however this timeline could be adapted by CINDE depending on market circumstances. The timeline will be reviewed and approved by CINDE for the kick-off activities.
- 2.3.2 The CONSULTANT shall submit a monthly report on its services.

**2.3.3** The CONSULTANT shall submit a final report on its services, which shall include, at least, a compilation of the press notes arising from its services, a summary table of the contacts for the media and journalists involved (full name, media, email address and phone number) and the reach of the advertising plan carried out in the service period.

**2.4 Target media:** The key media identified by CINDE are as follows:

- 2.4.1 The Wall Street Journal
- 2.4.2 The Economist
- 2.4.3 The New York Times
- 2.4.4 Forbes
- 2.4.5 Fortune
- 2.4.6 CNN Money
- 2.4.7 CNN
- 2.4.8 Financial Times
- 2.4.9 Washington Post

**3. Price of the Contract.** The price of the services is **USD \$64,800.00**, legal currency of the United States of America, in accordance to Exhibit 2 and as follow:

Service	Price
Media management services:	\$24.800,00
Advertising services:	\$40.000,00
<b>Total: \$64.800,00</b>	

The price is net, for which it is understood that it includes all expenses for the execution of the services, as well as any tax.

**4. Payment.** CINDE will pay for the services 50% of the total price after this contract is signed by two parties and the CONSULTANT starts to provide the services and 50% of the total price after completion of all services to CINDE's satisfaction.

Payments will be made against sending the invoice through a valid electronic invoicing system or the official system in the country where the CONSULTANT has the economic activity, being essential to send the invoice to the email: [invoice@cinde.org](mailto:invoice@cinde.org).

**5. Term of contract.** The term of the contract is for SIX MONTHS from the date of signing of this document. CINDE reserves the unilateral right to terminate the contract at any time, by giving a notice of fifteen (15) calendar days to the date on which it is desired to terminate the contract, without any responsibility other than canceling the invoices for the services effectively provided.

**6. Sanctions and Penalties.** In case of delay in the delivery of the services with respect to each of the deliverables, and if this delay is not authorized or considered as force majeure by CINDE, CINDE will charge the CONSULTANT a penalty of 1,5% of the total cost of the contract for each calendar day of delay. The total fines may not exceed 25% of the amount awarded.

The CONSULTANT expressly authorizes CINDE to debit any amount, for the fines and penalties established here of the invoices pending payment.



**7. Coordination.** The person from CINDE who will coordinate and monitor compliance with this contract, will be Mr. Carlos Morales, email [cmorales@cinde.org](mailto:cmorales@cinde.org) and, on behalf of the CONSULTANT, to Mr. Steve Duncan, email [steve.duncan@aboutdci.com](mailto:steve.duncan@aboutdci.com)

**8. Termination due to fortuitous event or force majeure.** CINDE may unilaterally terminate its contracts, not initiated or in course of execution, for reasons of public interest, fortuitous event or force majeure, duly accredited. To do so, it must issue a reasoned resolution stating the existing cause and the evidence on which it is based, which will be brought to the attention of the CONSULTANT for a period of fifteen working days.

CINDE will pay the CONSULTANT for the part actually executed of the contract, as well as the expenses incurred at the time of notification of rescission, provided that said expenses are duly proven.

**9. Intellectual Property.** In virtue of this contract, the CONSULTANT assigns the economic and moral rights of intellectual property over the works created by order, under this contract, to CINDE. This will have the right to use the works even after the end of the term of this contract. CINDE will own the content, codification created, and other inputs, in the performance of the required activities, for which the CONSULTANT may not use any of the indicated elements for any other purpose that is not related to the object of the service provided and contracted for CINDE.

Likewise, the CONSULTANT undertakes to comply with all the regulations related to Intellectual Property Rights, for which reason he shall exempt CINDE and assume all responsibility for any claim for the violation of rights of third parties as a consequence of the services contracted here.

**10. Confidentiality.** The CONSULTANT undertakes to keep in strict confidentiality any information resulting from this work, and not to disclose, both during the performance of the work contracted hereinafter, personally or by a third party, on their behalf or on behalf of third parties, or in any way make public knowledge directly or indirectly by any means such information, all unless expressly authorized and in writing by CINDE.

**11. Dispute Resolution.** In case any dispute arises between the parties during the execution of this contract, regarding its non-compliance, liquidation, interpretation or validity, the same shall be resolved in the first instance between the legal representatives of the parties, within a maximum term of ten calendar days, from the moment in which one party notifies in writing the other about the existence of such controversy.

If an agreement is not reached, the parties agree to go to the conciliation process established in the regulations of the Conciliation and Arbitration Center of the Costa Rican Chamber of Commerce, designating as a sole proprietorship the corresponding person from the list the Management of said Center.

If the matter is not resolved in a maximum of two conciliation hearings, or in case the sessions are not verified due to the absence of one of the parties, or within a maximum period of thirty calendar days from the beginning of the conciliation process, whichever comes first, the dispute will be resolved in the Courts of Justice of Costa Rica.



**12. Other Regulations:**

- a. This Contract is strictly for the provision of services. Consequently, there will be no type of subordination between the parties, so, between the CONSULTANT, nor the staff that he contracts to provide the services, and CINDE will not mediate any employment relationship.
- b. THE CONSULTANT is the legal responsible for the services of all kinds that this contract is obliged to provide and assumes civil liability for any damages that may arise from its incompetence or non-compliance during and / or due to the execution of the present contract.
- c. The CONSULTANT must execute their services in accordance and in strict adherence to this contract, to the highest professional and ethical standards and to the laws, regulations and dispositions of the regulatory bodies of their commercial and professional activity.

**13. Value.** For tax purpose, this contract is valued in USD \$ 64.800,00.

**14. Prohibition of transfer or assignment.** The CONSULTANT may not assign or transfer in any way whatsoever, in whole or in part, the rights and obligations that correspond to him under this contract, without the prior, express and written consent of CINDE.

**15. Notifications.** For the purposes of notifications related to the execution of this contract, the parties indicate the following contact persons and their respective addresses:

CINDE: To the attention of the signatory to the email: [invest@cinde.org](mailto:invest@cinde.org)

THE CONSULTANT: To the email [steve.duncan@aboutdci.com](mailto:steve.duncan@aboutdci.com)

In faith with full agreement with the above, we sign in two copies of the same original, on 30 of September 2020.

**ERIC  
SCHARF  
TAITELBAUM  
M (FIRMA)**

Firmado  
digitalmente por  
ERIC SCHARF  
TAITELBAUM  
(FIRMA)  
Fecha: 2020.09.30  
11:26:08 -06'00'

p/ CINDE  
ERIC SCHARF TAITELBAUM



p/ THE CONSULTANT  
ANDREW LEVINE

**KARIN LACHNER  
JOHANNING  
(FIRMA)**

Digitally signed by KARIN LACHNER  
JOHANNING (FIRMA)  
DN: serialNumber=CPF-01-0967-0395,  
sn=LACHNER JOHANNING,  
givenName=KARIN, c=CR, o=PERSONA  
FISICA, ou=CIUDADANO, cn=KARIN  
LACHNER JOHANNING (FIRMA)  
Date: 2020.09.30 09:03:55 -06'00'